

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant JDA Frontline Partners, LLC	2. Registration Number 6901
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3. Primary Address of Registrant 1140 Connecticut Avenue, NW, Suite 800, Washington, DC 20036
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4. Name of Foreign Principal Province of Alberta, Canada	5. Address of Foreign Principal Alberta Office in Washington, DC/Embassy of Canada, 501 Pennsylvania Avenue, NW Washington, DC 20001
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6. Country/Region Represented CANADA

7. Indicate whether the foreign principal is one of the following: <input checked="" type="checkbox"/> Government of a foreign country ¹ <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association </div> <div> <input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (<i>specify</i>) _____ </div> </div> <input type="checkbox"/> Individual-State nationality _____

8. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant Ministry of Jobs, Economy and Innovation b) Name and title of official with whom registrant engages The Honourable James Rajotte, Senior Representative to the United States
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¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages

- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

- | | |
|---|--|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

12/28/2020Trevor Francis/s/Trevor Francis

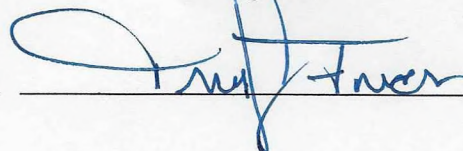
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Date

Printed Name

Signature

12/23/20TREVOR J. FRANCIS

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

JDA Frontline Partners, LLC

2. Registration Number

6901

3. Name of Foreign Principal

Province of Alberta, Canada

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 12/18/2020
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Strategic communications counsel, planning, and coordination; opinion research and message testing; advertising and content creation and placement; and media and government relations strategy and support within the United States with respect to issues of importance to the Province of Alberta.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Strategic communications counsel, planning, and coordination; opinion research and message testing; advertising and content creation and placement; and media and government relations strategy and support within the United States with respect to issues of importance to the Province of Alberta.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Strategic communications counsel, planning, and coordination; opinion research and message testing; advertising and content creation and placement; and media and government relations strategy and support within the United States with respect to issues of importance to the Province of Alberta.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

12/28/2020Trevor Francis/s/Trevor Francis

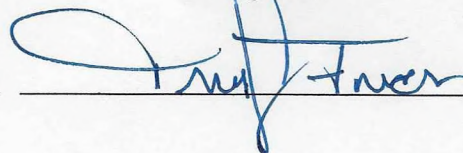
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In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

12/23/20TREVOR J. FRANCIS

June 2020

CONTRACT NUMBER: C0017-21

THIS CONTRACT MADE EFFECTIVE THE 18 DAY OF December, 2020.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA,
as represented by the Minister of Jobs, Economy and Innovation
(the "Province")

- and -

JDA FRONTLINE PARTNERS LLC
(the "Contractor")

BACKGROUND

The Province requires services to be provided and materials delivered related to providing strategic communications counsel, support, message development, and media outreach and placements targeted at American audiences and the Contractor agrees to provide these services and materials.

Therefore the parties agree as follows:

DEFINITIONS

1. In this Contract:

- (a) "Business Day" means 8:15 am to 4:30 pm in Alberta from Monday through Friday excluding holidays observed by the Province;
- (b) "Contract" means this document, Schedule A and Schedule B;
- (c) "Effective Date" means the date first above written;
- (d) "*FOIP Act*" means the *Freedom of Information and Protection of Privacy Act* (Alberta), as amended from time to time;
- (e) "Materials" means any work, information, records or materials, regardless of form, which are made, generated, produced or acquired by the Contractor or its employees, subcontractors or agents in the course of performing the Services;
- (f) "Personal Information" means personal information as defined in the *FOIP Act*;
- (g) "Services" means the work, duties, functions and deliverables described in Schedule A; and
- (h) "Term" means the contract period specified in clause 2.

TERM OF CONTRACT

2. This Contract shall be effective from the Effective Date until May 31, 2021, unless terminated in accordance with this Contract.

PERFORMANCE OF SERVICES

3. The Contractor agrees to perform the Services in accordance with the provisions of this Contract and follow any directions from the Province regarding the performance of the Services. The Contractor warrants that it has the qualifications and expertise to perform the Services as described in Schedule A.

PAYMENT

4.
 - (a) The Province agrees to pay the Contractor the fixed price sum not to exceed \$340,000.00 (U.S. funds), not including expenses, to perform the Services. The Contractor shall be paid:
 - i. the amounts specified in Schedule B for completion of the Services in accordance with this Contract;
 - ii. for pre-approved out-of-pocket expenses actually incurred by the Contractor in performance of Services to the maximum set out in Schedule B;
 - iii. for business travel expenses as set out in Schedule B; and
 - iv. upon submitting an invoice and other supporting documentation required by the Province describing the Services for which payment is claimed.
 - (b) The Province shall pay the Contractor within 30 days of receipt of an invoice provided the requirements of clause 4(a) have been met.
 - (c) The Province represents and warrants that, as the purchaser of the Services provided under this Contract, no amount payable under this Contract is subject to the Goods and Services Tax (GST) or Harmonized Sales Tax (HST) under Part IX of the *Excise Tax Act* (Canada) as amended. The Government of Alberta's GST Registration Number is 1240 72513 RT0001.
 - (d) The Province may deduct from all payments to the Contractor such amounts as are required by the *Income Tax Act* (Canada) as amended, revised or substituted from time to time.
5. The Province may order the re-execution of any Services or Materials which are not performed in accordance with the provisions of this Contract, in which case the Contractor shall re-execute the Services or Materials at the Contractor's expense in accordance with this Contract.

RECORDS AND REPORTING

6. The Contractor shall:

- (a) keep and maintain in accordance with Canadian generally accepted accounting principles complete and accurate books, records and accounts relating to this Contract and, on demand, provide to the Province these documents to examine, audit and make copies and take extracts; and
- (b) keep the documents referred to in clause 6(a) for three years following the completion or termination of this Contract.

7. The Contractor shall submit a written status report to the Province every two weeks during the Term indicating:

- (a) the Services completed during that reporting period;
- (b) the time schedule for those portions which are not completed; and
- (c) any other information requested by the Province in relation to the completion of this Contract.

NON-ASSIGNABILITY AND SUBCONTRACTING

8.

(a) The Contractor shall not:

- i. assign or otherwise dispose of any of its rights, obligations or interests in this Contract; or
- ii. subcontract the Services (other than as specified in Schedule A)

without the prior written consent of the Province, which shall not be unreasonably withheld.

(b) When the Contractor retains any subcontractor(s) in connection with performance of the Services, the Contractor shall:

- i. be responsible for remunerating the subcontractor(s);
- ii. be responsible for the performance and activities of the subcontractor(s); and
- iii. contractually obligate the subcontractor(s) to take action, or refrain from taking action, as necessary to enable the Contractor to fulfill its obligations under this Contract.

PERSONNEL REPLACEMENT

9.

- (a) The Contractor shall not replace any employee, subcontractor or agent identified in Schedule A, or add any employee, subcontractor or agent, to perform the Services without the prior written approval of the Province, which approval shall not be unreasonably withheld.

- (b) The Contractor shall:
 - i. remove any employee, subcontractor or agent of the Contractor engaged in providing the Services upon the written request of the Province within the time limit indicated in such request; and
 - ii. only replace such removed employee, subcontractor or agent of the Contractor upon getting the prior written approval of the Province, which approval shall not be unreasonably withheld.

COMPLIANCE

10. The Contractor shall:

- (a) comply with the provisions of all laws, now in force or in force after the signing of this Contract, that expressly or by implication apply to the Contractor in performing the Services; and
- (b) when the *Workers' Compensation Act* (Alberta), as amended from time to time, applies, and upon request from the Province, deliver to the Province a certificate from the Workers' Compensation Board showing that the Contractor is registered and in good standing with the Board.

MATERIAL OWNERSHIP

11.

- (a) Ownership of all Materials including any associated copyright, patent, trade secret, industrial design or trade mark rights belongs to the Province as they are made, prepared, developed, generated, produced or acquired under this Contract. The Materials shall be delivered to the Province upon completion or termination of this Contract, or upon request of the Province.
- (b) Ownership of any work, information, records or materials, regardless of form, including copyright, patent, industrial design or trademark which was owned by the Province, the Contractor or a third party prior to the Effective Date remain the property of each party respectively.
- (c) Where any work, information, records or materials, regardless of form, including copyright, patent, industrial design or trademark owned by the Contractor prior to the Effective Date ("Contractor Materials") is reproduced or incorporated in the Materials, the Contractor grants to the Province a perpetual, irrevocable, non-exclusive, royalty-free license to use, reproduce or distribute those Contractor Materials, for any purpose.
- (d) The Contractor
 - i. irrevocably waives in whole all moral rights, and
 - ii. shall ensure that its employees, subcontractors and agents irrevocably waive in whole all moral rights,

in and to the Materials in favour of the Province and the Province's assignees and licensees. Upon request of the Province, the Contractor shall deliver to the Province copies of the waivers obtained from its employees, subcontractors and agents engaged in providing the Services.

- (e) Prior to reproducing or incorporating any third party copyright materials into the Materials, the Contractor must obtain written permission from the copyright holder and provide the Province with copies of the written permissions that are satisfactory to the Province.
- (f) The Contractor shall cooperate with the Province in protecting the Province's ownership or intellectual property rights in the Materials.

NON-DISCLOSURE OF INFORMATION

12.

- (a) Except as provided in clauses 12 and 13, all information, regardless of form, including Personal Information, that is obtained, generated, provided or collected by the Contractor in the performance of the Services (the "Province's Information"), shall not be disclosed or published by the Contractor without the prior written consent of the Province. The Contractor may disclose the Province's Information to employees, subcontractors or agents of the Contractor who have a need to know for the purpose of performing the Services, provided that the Contractor has a confidentiality agreement with the agent or permitted subcontractor containing confidentiality provisions substantially similar to this Contract.
- (b) Subject to clause 13(b), the Contractor's obligations in clause 12(a) do not apply to information or documents which:
 - i. are or become publicly available through no act or omission of the Contractor;
 - ii. are independently developed without benefit of the Province's Information; or
 - iii. are received by or from a third party without restriction and without a breach of an obligation of confidentiality.
- (c) The Contractor shall retain the Province's Information as confidential and shall make reasonable security arrangements against unauthorized access, use, disclosure, loss, destruction or alteration of the Province's Information. The Contractor shall immediately advise the Province of any unauthorized access, use, disclosure, loss or destruction of the Province's Information, and shall provide the Province any assistance reasonably required to rectify such a situation.
- (d) The Contractor shall return or deliver the Province's Information to the Province upon completion or termination of this Contract, or upon request of the Province.
- (e) The Province's Information may be disclosed to the extent required by law or court order, provided that the Province is given reasonable notice and opportunity to seek to prevent or limit its disclosure.

- (f) No press release, public announcement or other public commentary relating to this Contract shall be made by the Contractor without the prior written approval of the Province.

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

13.

- (a) The Contractor acknowledges that this Contract, including without limitation the name of the Contractor, fees payable, the Term, and details of the Services may be subject to disclosure under the *FOIP Act*. The Contractor further acknowledges that the *FOIP Act* applies to the Province's Information collected, used or disclosed in the performance of Services, and the Contractor shall adhere to the *FOIP Act* in its collection, use and disclosure of any Personal Information.
- (b) The Contractor shall not collect, use or disclose any Personal Information under this Contract except as reasonably required to fulfill its obligations under this Contract, or as otherwise expressly authorized in writing by the Province.
- (c) Upon request, the Contractor shall, at the Contractor's expense, and within five Business Days, provide to the Province any records that are requested under the access provisions of the *FOIP Act* that are in the custody or under the control of the Contractor. Should the Contractor receive an access request under the *FOIP Act*, the Contractor shall not respond to it, but shall immediately forward the access request to the Province for further handling.
- (d) In providing the Services the Contractor shall make every reasonable effort to ensure that Personal Information that is to be or is actually used to make a decision that directly affects an individual, is both complete and accurate. At the Province's request, the Contractor must correct, within five Business Days of the request, Personal Information that the Contractor may have either collected or compiled about an individual pursuant to this Contract.
- (e) The Contractor shall:
 - i. protect Personal Information against any unauthorized access, use, disclosure, loss, destruction or alteration;
 - ii. immediately advise the Province of any actual or potential unauthorized access, use, disclosure, destruction or alteration of Personal Information and provide all reasonable assistance to the Province to prevent or remedy the same; and
 - iii. provide the Province with any information regarding the Contractor's security measures that the Province may require to verify compliance with the *FOIP Act*.
- (f) The Contractor shall store only in Canada all records of Personal Information which are disclosed to the Contractor under this Contract, including records that are collected, used or stored on behalf of the Province.
- (g) The Contractor shall act on any direction that the Province may provide with regard to the use, collection, access, security, disclosure, alteration, loss or destruction of the Personal Information.

INDEMNITY AND LIABILITY

14.

- (a) Each party shall indemnify and hold harmless the other, its employees and agents against and from any and all third party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) to the extent arising from
 - i. that party's breach of this Contract, or
 - ii. the negligence, other tortious act or wilful misconduct of that party, or those for whom it is legally responsible, in relation to the performance of its obligations under this Contract.
- (b) The Contractor shall indemnify and hold harmless the Province against and from any loss or damage to the real or personal property of the Province to the extent arising from the Contractor's breach of this Contract or from the negligence, other tortious act or wilful misconduct of the Contractor, or those for whom it is legally responsible.

INSURANCE

15.

- (a) The Contractor shall, at its own expense, and without limiting its liabilities or obligations under this Contract, insure its operations under a contract of general liability insurance in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury, and property damage including loss of use thereof.
- (b) The Contractor shall maintain automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor and used in the performance of the Services in an amount not less than \$2,000,000.
- (c) The Contractor shall provide the Province with acceptable evidence of insurance, in the form of a detailed certificate of insurance, prior to commencing the Services and at any other time upon request of the Province.
- (d) The Contractor shall ensure that all its subcontractors obtain and maintain general liability insurance sufficient to meet the requirements in clause 15(a).
- (e) When requested by the Province, the Contractor shall provide evidence of endorsement to provide the Province with 30 days advance written notice of cancellation of insurance coverage.

RELATIONSHIP OF PARTIES

- 16. The relationship of the Contractor to the Province in performing the Services under this Contract is that of an independent contractor, and nothing in this Contract is to be construed as creating an agency, partnership, joint venture or employment relationship between the Contractor and the Province.

NOTICES

17.

- (a) Any notice to be made under this Contract is to be made in writing, and is effective when delivered to the address or transmitted by fax to the fax number, as follows:

The Province:	Alberta Office in Washington, D.C.
Address:	Embassy of Canada 501 Pennsylvania Avenue, NW Washington, D.C. 20001
Attention:	Alberta's Senior Representative to the United States
Fax:	N/A
The Contractor:	JDA Frontline Partners LLC
Address:	1140 Connecticut Avenue, NW Suite 800 Washington, D.C. 20036
Attention:	Trevor Francis
Fax:	N/A

The parties respectively designate for the time being, the individuals identified in this clause as having the authority to give notice, and notice given by these individuals is binding on the party giving the notice.

- (b) Either party may change its information in clause 17(a) by giving notice to the other in the manner described in clause 17(a).
- (c) Any notice personally served or sent by fax shall be deemed received when actually delivered or received, if delivery or fax transmission is on a Business Day, or if not on a Business Day, on the following Business Day.

TERMINATION

18.

- (a) The Province may at any time immediately terminate this Contract, without cause, upon written notice to the Contractor.
- (b) If this Contract is terminated:
- all Materials made, prepared, developed, generated, produced or acquired by the Contractor, or its employees, subcontractors or agents under this Contract are the property of the Province; and
 - the Province shall only have to pay the Contractor for the Services completed in accordance with this Contract up to the effective date of termination.

SAFE, SECURE AND RESPECTFUL WORKPLACE

19.

- (a) The Contractor, its employees, subcontractors and agents when using any of the Province's buildings, premises, equipment, hardware or software shall comply with all safety and security policies, regulations or directives relating to those buildings, premises, equipment, hardware or software.
- (b) When communicating or interacting with the Province's employees, the Contractor, its employees, subcontractors and agents shall comply with the Province's *Respectful Workplace Policy*, as amended from time to time. A copy of this policy is available from the Province's representative designated in clause 20(a).

PARTIES' REPRESENTATIVES

20.

- (a) The Province designates Alberta's Senior Representative to the United States of the Department of Jobs, Economy and Innovation as the Province's representative for communications and ongoing contact between the Province and the Contractor in matters relating to this Contract, other than giving notice pursuant to clause 17(a).
- (b) The Contractor designates Trevor Francis as the Contractor's representative for communications and ongoing contact between the Province and the Contractor in matters relating to this Contract, other than giving notice pursuant to clause 17(a).
- (c) Either party may change its designated representative above by sending written notice to the other party of such change.

CONFLICT OF INTEREST AND ETHICAL CONDUCT

21.

- (a) The Contractor shall ensure that there is not a conflict of interest or an apparent conflict of interest on the part of the Contractor or its employees, subcontractors or agents in relation to the Services, and all Services shall be performed in accordance with high ethical standards, including without limitation the following:
 - i. the Contractor and its employees, subcontractors and agents shall not influence, or seek to influence, or otherwise take part in a decision of the Province knowing that the decision might further their private interests;
 - ii. where the Services involve providing advice, making recommendations to the Province or exercising discretionary authority regarding a right, permission, privilege, status, contract or benefit, then such advice, recommendations or discretion must be provided, made or carried out impartially and without bias;
 - iii. except for payment as set out in this Contract, the Contractor and its employees subcontractors or agents shall not accept any collateral gift, payment, commission or other direct benefit arising from or connected to the performance of the Services;

- iv. the Contractor and its employees, subcontractors and agents shall not have any financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services;
- v. the Contractor, upon request by the Province, shall deliver copies of all written ethical standards, conflict of interest policies and codes of conduct established or observed by the Contractor in its business practices or in relation to its employees, subcontractors or agents; and
- vi. the Contractor shall comply with, and ensure that, its employees, subcontractors and agents comply with, the *Lobbyists Act* (Alberta), as amended from time to time.

- (b) In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to the performance of the Services, the Contractor shall immediately disclose such matter to the Province in writing. Upon such disclosure, the Contractor shall not commence or continue performance of the Services without the prior written consent of the Province. If the Province is of the opinion the Contractor or its employees, subcontractors or agents are in a conflict of interest, the Province may terminate this Contract.

SURVIVAL OF TERMS

22. Notwithstanding any other provision of this Contract, those clauses which by their nature continue after the conclusion or termination of this Contract shall continue after such completion or termination, including without limitation the following:

- (a) clause 6 Records and Reporting;
- (b) clause 11 Material Ownership;
- (c) clause 12 Non-Disclosure of Information;
- (d) clause 13 Freedom of Information and Protection of Privacy; and
- (e) clause 14 Indemnity and Liability.

GENERAL

23. In the case of conflicts or discrepancies among this document and the Schedules and any Schedules attached to this document, the documents shall take precedence and govern in the following order:

- (a) The body of this document, and
- (b) The Schedules to this document.

24. Time is of the essence of this Contract.

25. This Contract contains the entire agreement of the parties concerning the subject matter of this Contract and except as expressed in this Contract, there are no other understandings or agreements, verbal or otherwise, that exist between the parties.

26. Any waiver by either party of the performance by the other of an obligation under this Contract must be in writing, and such waiver does not constitute a continuing waiver of the performance of that obligation unless a contrary intention is expressed in writing.

27. The rights and remedies of the Province under this Contract are cumulative and any one or more may be exercised.
28. The Parties may amend this Contract only by mutual written agreement signed by the parties.
29. This Contract shall be governed by and interpreted in accordance with the laws in force in Alberta, and the parties irrevocably attorn to the exclusive jurisdiction of courts in Alberta.
30. This Contract shall be for the benefit of and binds the successors and assigns of the parties.
31. The headings in this Contract are inserted for convenience of reference only and shall not affect the meaning or construction of this Contract.
32. In this Contract words in the singular include the plural and words in the plural include the singular.

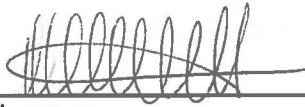
33. This Contract may be executed in counterparts, in which case (i) the counterparts together shall constitute one agreement, and (ii) communication of execution by fax transmission or e-mailed in PDF shall constitute good delivery.

The Parties' authorized representatives make this Contract.

HER MAJESTY THE QUEEN IN RIGHT OF
ALBERTA, as represented by the Minister of
Jobs, Economy and Innovation.

JDA FRONTLINE PARTNERS LLC

Per:



Signature

Katherine White

Print Name

Deputy Minister

Title

December 18, 2020

Date

Per:



Signature



Print Name



Title



Date

33. This Contract may be executed in counterparts, in which case (i) the counterparts together shall constitute one agreement, and (ii) communication of execution by fax transmission or e-mailed in PDF shall constitute good delivery.

The Parties' authorized representatives make this Contract.

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ALBERTA, as represented by the Minister of
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JDA FRONTLINE PARTNERS LLC

Per:

Per:

Signature

Signature

Print Name

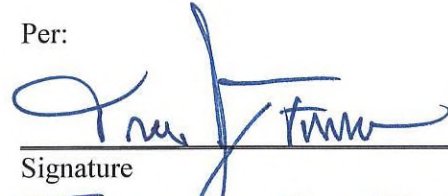
Print Name

Title

Title

Date

Date



TREVOR S. FRANCIS

PARTNER

12/9/20

Schedule A
(Services)

1. Services

In accordance with the Services Timetable below, the Contractor will perform the following:

- a. Opinion research and message testing
 - Conduct quantitative research (e.g. national poll) to determine the attitudes of American voters on issues of importance to the Province of Alberta.
 - Test various messages about the Province's priorities in the U.S. to determine how they resonate with American audiences.
 - Use data to inform communications strategies in the U.S.
- b. Strategic communications counsel, planning and coordination
 - Provide ongoing strategic communications counsel to the Province as it seeks to inform American audiences about its priorities in 2021.
 - Develop a U.S. communications plan and engagement strategy for the Province of Alberta in 2021.
 - Participate in ongoing conference calls and meetings with Province officials and consultants.
- c. Content creation
 - Create and manage a collection of content allowing the Province of Alberta to communicate with a variety of audiences in the U.S. Content will include:
 - i. Educational fact sheets and one-pagers
 - ii. Message guidance and talking points
 - iii. Educational presentations
 - iv. State specific messaging, data points and fact sheets demonstrating economic ties between the Province and geographies across the U.S.
 - v. Educational infographics and videos
 - vi. Social media content
- d. Media relations strategy and support
 - Setting up educational briefings between Province officials and journalists in the U.S.
 - Connecting the Province with editorial boards of leading newspapers in the U.S. to discuss priorities and policies of importance to the government.
 - Producing daily summary of news coverage and social media posts of interest to the Province.
 - Drafting and placing op-eds and editorial content for Province officials in U.S. publications of importance.
 - Booking Province officials on U.S. national, cable and regional TV outlets.
 - Securing interviews for Province officials on leading news and talk radio programs in the U.S.
- e. Government affairs support
 - Develop content and materials and provide ongoing support to the Government Affairs team as they engage lawmakers on issues of importance to the Province.
- f. Activity reporting and measurement
 - Create and maintain a quarterly "dashboard" quantifying metrics of the effort.
- g. Additional services
 - The following additional services may be requested by the Province:
 - i. Advertising: paid media placements on social channels, digital platforms and in print publications.

- ii. Coalition building: forging partnerships between the Province and organizations in the U.S. on issues of shared interest.
- iii. State level support: Developing and executing communications strategies reaching individual states and/or communities important to the Province.
- If the additional services are requested by the Province, the Contractor will provide an estimate of the cost of the additional services, and the Contract will be amended in accordance with clause 28 prior to the additional services commencing.
- h. Prepare and submit all registrations and filings required pursuant to the U.S. Foreign Agents Registration Act (22 U.S.C. § 611 *et seq.*), and any other reports or submissions required by U.S. law relating to this Contract.

2. Services Timetable

The Contractor will perform the Services no later than the completion dates specified as follows:

Service/Deliverable	Completion Date
(a) Opinion research and message testing	December 2020
(b) Strategic communications counsel, planning and coordination	ongoing
(c) Content creation	ongoing
(d) Media relations strategy and support	ongoing
(e) Government affairs support	ongoing
(f) Activity reporting and measurement	ongoing
(g) Prepare and submit all registrations and filings required pursuant to the U.S. Foreign Agents Registration Act (22 U.S.C. § 611 <i>et seq.</i>), and any other reports or submissions required by U.S. law relating to this Contract	As required during the duration of this Contract

3. Contractor Personnel

Subject to clause 9 of the Contract, the Contractor's resources, as specified below, will perform the Services:

Individual	Service/Project Role
Trevor Francis	Team Lead, strategic counsel
Matt George	Opinion research and message testing
Amber McDowell	Communications Counsel, message/content development
Brendan Buck	Communications Counsel and support
Dave Knaus	Media relations, message/content development
Mark Deltor	Media relations, content development, account support

4. Approved Subcontractors or Agents (if any):

None

5. Facilities (where applicable)

The Contractor will provide all facilities, including, without limitation, all equipment, space, supplies and equipment necessary to complete performance of the Services.

Schedule B
(Payment)

1. Pricing

Payments under the Contract will be as follows:

Service or Deliverable	Fixed Price USD Funds
Opinion Research	\$40,000.00
JDA Frontline Core Services:	\$50,000.00 per month
<ul style="list-style-type: none"> • Ongoing strategic communications counsel and support • Message development • Content creation • Media outreach and placements • Rapid response • Government affairs support 	
Total Maximum Fixed Price	\$340,000.00

2. Expenses

- (a) The Province will pay all pre-approved out-of-pocket expenses actually incurred by the Contractor in the performance of the Services provided that those expenses do not exceed in aggregate US\$5,000.00.
- (b) If business travel is required in the performance of the Services, the Contractor may claim the following expenses actually incurred by the Contractor's personnel:
 - i. use of a private vehicle at a rate of \$0.505 per kilometer travelled;
 - ii. meals in the amount shown on the bill, excluding alcoholic beverages, plus a gratuity of up to 20 percent; and
 - iii. accommodation in the amount shown on the bill if Service delivery requires overnight stay.
- (c) Any pre-approved travel will be in accordance with Government of Alberta travel policy. Business travel expenses shall not exceed in aggregate US\$5,000.00.
- (d) Contractor will prepare and submit all registrations and filings required pursuant to the U.S. Foreign Agents Registration Act (22 U.S.C. § 611 et seq.), and any other reports or submissions required by U.S. law relating to this Contract.
 - i. no additional expense related to the filing is required from the Province.